

EXHIBIT B

Affidavit

FOLEY & LARDNER LLP
Katherine R. Catanese
90 Park Avenue
29th Floor
New York, NY 10016-1314
Telephone: (212) 338-3566
Facsimile: (212) 687-2329
Email: kcatanese@foley.com
Counsel for Panos Seretis

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE:

PANOS PAPADOPOULOS SERETIS

Debtor.

Chapter 7

Case No. 18-11852-JLG

YANNIS (IOANIS) BONIKOS, RIGEL SHAHOLLI
AND DIMITRIOS OIKONOMOPOULOS,

Plaintiff,

Adv. Pro. No. 18-01637-JLG

-against-

PANOS SERETIS,

Defendant.

**AFFIDAVIT IN SUPPORT OF MOTION OF PANOS SERETIS FOR APPROVAL OF
SETTLEMENT OF ADVERSARY PROCEEDING**

Panos Seretis, being duly sworn, deposes and says:

1. I am the Debtor in the above captioned bankruptcy case.
2. I have prepared this Affidavit in Support of the Motion of Panos Seretis for Approval of Settlement of Adversary Proceeding (the "Motion").¹

¹ Terms not defined in this affidavit are ascribed their definition in the Settlement Agreement or the Motion.

3. I entered into a settlement agreement (the "Settlement Agreement") by and amongst Yannis (Ianois) Bonikos, Rigel Shaholli, Dimitrios Oikonomopoulos (Oikonomopoulos, together with Bonikos and Shaholli the "Plaintiffs") and Foodoni NY 23 Corp. ("Foodoni", together with Debtor, "Defendants"), (the Plaintiffs together with the Defendants, the "Settling Parties").

4. Pursuant to the terms the Settlement Agreement, I agreed to pay to the Plaintiffs \$60,000 in cash (the "Section 523 Cash Payment") in full and final settlement the section 523 count in the Adversary Proceeding.

5. Additionally, I believe that the allegations in the Adversary Proceeding related to the section 727 claims have been remedied by my filing of amended schedules on December 17, 2018 (D.E. #38) and I understand that this count is being withdrawn.

6. Initially, I sought to take a loan from my company, Monaco Group, provided by two friends to settle with the Trustee; however, I understand the Trustee disapproved.

7. Therefore, I will be paying the Section 523 Cash Payment pursuant to a gift from three friends.


8. The Section 523 Cash Payment is not coming from estate assets.

I certify under penalty of perjury that, based upon my knowledge, information and belief as set forth in this Affidavit, the foregoing is true and correct.

[remainder of page intentionally left blank]

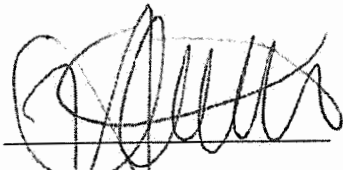
Dated: March 21, 2019

Respectfully Submitted,


Panos Seretis

Subscribed and sworn to me on

This 21st day of March 2019


Notary Public

